

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMW SYSTEMS, INC.		09/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL CANADA INC., AS ADMINISTRATIVE AGENT
Street Address:	BCE Place, 181 Bay Street
Internal Address:	Suite 400
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2V8
Entity Type:	business corporation: ONTARIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2713061	ESTAT
Registration Number:	3131431	LOADVIEW
Registration Number:	3131432	LOADVIEW XT
Registration Number:	1930604	THE TRUCKING SYSTEM
Registration Number:	2945768	TL2000
Registration Number:	2945769	TMW
Registration Number:	3070020	TMW
Registration Number:	2912379	TOTALMAIL
Registration Number:	3008458	TMWSUITE
Serial Number:	78482698	CARRIER ALLIANCE NETWORK
Serial Number:	78482674	NUMBERS SPEAK LOUDER THAN WORDS
Serial Number:	78394729	RESULTS NOW BY TMW
Serial Number:	78482709	SEE. MEET. LEARN.

TRADEMARK

REEL: 003386 FRAME: 0175

900057302

CH \$615.00 2713061

Serial Number:	78516268	TMW
Serial Number:	78507773	THE DAWG
Serial Number:	76372603	TL2000
Serial Number:	76372604	TMW
Serial Number:	76372602	TMW
Serial Number:	78550242	D2LINK
Serial Number:	78550258	SMARTANK
Serial Number:	78739417	DRIVERSEAT
Serial Number:	78745283	DRIVERZONE
Serial Number:	78936859	CARRIERHUB
Serial Number:	78819743	DISPATCH ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-00044
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/06/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of September, 2006 by **TMW SYSTEMS, INC.**, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital Canada Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

W I T N E S S E T H

WHEREAS, Grantor, Maddocks Acquisition Inc., a corporation organized and existing under the laws of Canada ("Initial Borrower"; Initial Borrower together with each other Person that becomes a borrower thereunder, including without limitation Maddocks Systems Inc. are hereinafter referred to individually and collectively as the "Borrower"), certain of Grantor's other affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, Initial Borrower, certain of Grantor's other affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TMW SYSTEMS, INC., a Delaware corporation

By: 

Name: Jeffrey Ritter

Title: Chief Financial Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ESTAT	2713061	May 6, 2003
LOADVIEW	3131431	August 15, 2006
LOADVIEW XT	3131432	August 15, 2006
THE TRUCKING SYSTEM	1930604	October 31, 1995
TL2000	2945768	May 3, 2005
	2945769	May 3, 2005
TMW (word)	3070020	March 21, 2006
TOTALMAIL	2912379	December 21, 2004
TMWSUITE	3008458	October 25, 2005

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
CARRIER ALLIANCE NETWORK	78482698	September 13, 2004
NUMBERS SPEAK LOUDER THAN WORDS	78482674	September 6, 2005
RESULTSNOW BY TMW	78394729	April 1, 2004
SEE. MEET. LEARN	78482709	September 13, 2004
	78516268	November 12, 2004
THE DAWG (word)	78507773	October 28, 2004
TL2000	76372603	February 21, 2002

Trademark Application
Description

U.S. Application No.

Date Applied



	76372604	February 21, 2002
TMW (word)	76372602	February 21, 2002
D2LINK	78550242	January 19, 2005
SMARTANK	78550258	January 19, 2005
DRIVERSEAT	78739417	October 24, 2005
DRIVERZONE	78745283	November 2, 2005
CARRIERHUB	78936859	July 25, 2006
DISPATCH ADVANTAGE	78819743	February 21, 2006